

## INTERAGENCY AGREEMENT NO. A-00-07-276

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**1. General Fiscal Responsibilities**

- a. ODHS agrees to reimburse the ODMR/DD the appropriate FFP for services identified in this agreement and provided by the ODMR/DD and other qualified providers and for related allowable administrative and general costs. ODHS shall specify procedures by which the reimbursement and any interagency funds transfers shall be made to the ODMR/DD.
- b. ODHS, shall, where applicable, validate the magnetic media claims submitted by ODMR/DD and provide a list to ODMR/DD of any claims not honored.
- c. ODHS shall decline to make payment for outstanding claims if ODMR/DD fails to provide information or access to fiscal audits as specified in the OAC, federal regulations, or the terms and conditions of this Agreement.
- d. ODHS shall complete and submit FFP claims for services identified in this Agreement.
- e. ODHS may perform fiscal audits or reviews to determine accuracy and appropriateness of ISTV's and may make payment adjustments to ISTV's in accordance with any resulting audit findings. ODHS shall specify any changes in cost reporting formats.

**2. CAFS Fiscal Responsibilities**

- a. ODHS shall reimburse ODMR/DD in accordance with OAC chapter 5101:3-37. ODHS shall review provider cost reports, perform fiscal audits to verify allowable Medicaid reimbursable activities and determine a final settlement of actual allowable costs. Settlement amounts shall be paid or collected via ISTV within the federal fiscal quarter reported.
- b. ODHS shall, until other reporting capabilities are developed, accept and utilize CAFS claims adjustment transactions at a summary level and will receive supporting detail level information as requested.
- c. ODHS will process recipient-specific claims for CAFS service in accordance with the appropriately designated Medicaid adult or child program procedure code submitted by ODMR/DD.
- d. ODHS shall perform routine fiscal audits for the purpose of cost settling CAFS for CAFS services rendered prior to July 1, 2001 if the result of the work specified in item III B. 2 of this Agreement results in a reimbursement system that does not require a cost settled reimbursement methodology. If the work specified in item III B. 2. either results in a cost settlement reimbursement system, or the work specified in item III B. 2. does not progress to a point by July 1, 2000 that make clear what the reimbursement methodology will be and/or when the reimbursement methodology will start, ODHS will discontinue performing routine audits for the purpose of cost settling CAFS for CAFS services rendered beginning July 1, 2000. ODHS recognizes that County Boards of MR/DD may be instrumental in assisting ODMR/DD manage the fiscal audit responsibility.

**3. TCM, including Service Coordination, Fiscal Responsibilities**

- a. ODHS shall reimburse ODMR/DD in accordance with OAC chapter 5101:3-37. ODHS shall review provider cost reports, perform fiscal audits to verify allowable Medicaid reimbursable activities and determine a final settlement of actual allowable costs. Settlement amounts shall be paid or collected via ISTV within the federal fiscal quarter reported.

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- b. ODHS shall, until other reporting capabilities are developed, accept and utilize TCM and Service Coordination claims adjustment transactions at a summary level and will receive supporting detail level information as requested.
- c. ODHS shall perform routine fiscal audits for the purpose of cost settling Targeted Case Management services, including Service Coordination, for Targeted Case Management services rendered prior to July 1, 2001 if the result of the work specified in item III.C.2. results in a reimbursement system that does not require a cost settled reimbursement methodology. If the work specified in item III.C.2. either results in a cost settled reimbursement system, or the work specified in item III.C.2. does not progress to a point by July 1, 2000 that makes clear what the reimbursement methodology will be and/or when the reimbursement methodology will start, ODHS will discontinue performing routine audits for the purpose of cost settling Targeted Case Management for Targeted Case Management services rendered beginning July 1, 2000. ODHS recognizes that County Boards of MR/DD may be instrumental in assisting ODMR/DD manage the fiscal audit responsibility.

4. HCBS Waivers Fiscal Responsibilities

- a. ODHS, if in agreement with ODMR/DD, shall incorporate into rule the changes proposed by ODMR/DD concerning a rate structure and uniform standards and procedures for negotiating waiver service reimbursement.
- b. ODHS shall, until other reporting capabilities are developed, accept and utilize HCBS waivers claims adjustment transactions at a summary level and will receive supporting detail level information as requested.

5. ICF-MR including ICF-MR services delivered in developmental center, Fiscal Responsibilities

- a. ODHS shall reimburse Developmental Centers that are Medicaid-certified ICFs-MR for covered services in accordance with OAC rule 5101:3-3-99, 42 CFR 413, and Subpart C of 42 CFR 447.
- b. ODHS shall work with MR/DD to review reimbursement methods for Medicaid covered services provided to developmental center residents for the purpose of improving the cost effectiveness of Medicaid payments and the efficiency of Medicaid service delivery.

6. PASRR Fiscal Responsibilities

ODHS shall invoice ODMR/DD at least quarterly, via an ISTV, in an amount not to exceed two-hundred dollars for each face-to-face nursing evaluation for LOC assessments on individuals with MR/DD seeking NF placement or enrollment onto the PASSPORT waiver to determine whether the level of services provided by a NF are needed.

B. ODMR/DD Fiscal Responsibilities1. General Fiscal Responsibilities

- a. ODMR/DD, county boards of MR/DD, local education agencies and children's service boards as indicated in program specific sections of this Agreement shall provide the required matching funds and shall certify the availability of the required matching funds for the programs that ODMR/DD administers. Interim matching funds obligations are detailed in Appendix B.
- b. ODMR/DD shall, in accordance with procedures specified by ODHS, bill ODHS the appropriate

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FFP for services identified in this agreement and provided by ODMR/DD and other qualified providers, and for related allowable administrative and general costs.

- c. ODMR/DD shall provide ODHS with service claims in the magnetic media format specified by ODHS, and in accordance with applicable federal and state statutes and regulations.
- d. ODMR/DD shall submit all claims in accordance with federal and state statutes and regulations and MMIS requirements within 365 days from the date of service. Claims submitted with a service date one year or older will be rejected as a non-reimbursable service, as specified in federal regulations.
- e. ODMR/DD shall complete and submit required cost reports in formats specified by ODHS.

2. CAFS Fiscal Responsibilities

- a. ODMR/DD shall assure, the provision of matching funds for CAFS services. Appendix B contains a chart which details interim match responsibility.
- b. The proposal to change the reimbursement structure as described in the CAFS program responsibilities section will contain a timeframe for implementation of a reimbursement system by ODMR/DD.
- c. ODMR/DD shall provide ODHS with CAFS claims adjustment transactions at a summary level, and shall make supporting detail level information available to ODHS upon request.

3. TCM, including Service Coordination, Fiscal Responsibilities

- a. ODMR/DD shall assure, the provision of matching funds for TCM, including Service Coordination services. Appendix B contains a chart which details match interim responsibility.
- b. The proposal to change the reimbursement structure as described in the TCM, including service coordination program responsibilities section will contain a timeframe for implementation of a reimbursement system by ODMR/DD.
- c. ODMR/DD shall provide ODHS with TCM, including Service Coordination claims adjustment transactions at a summary level, and shall make supporting detail level information available to ODHS upon request.

4. HCBS Waivers Fiscal Responsibilities

- a. ODMR/DD shall assure, either through statute, Ohio Administrative Code or contracts, the specific responsibility for the provision of matching funds for HCBS waiver services.
- b. Within 30 days of the ending of this Agreement, ODMR/DD shall work collaboratively with ODHS, in partnership with its sub-recipients and with input from other providers and consumers, to develop a proposal for a rate structure and uniform standards and procedures for negotiating waiver service reimbursement.
- c. ODMR/DD shall provide ODHS with HCBS waiver claims adjustment transactions at a summary level, and shall make supporting detail level information available to ODHS upon request.

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5. ICF-MR including ICF-MR services delivered in developmental center, Fiscal Responsibilities

- a. ODMR/DD shall provide matching funds for Developmental Centers.
- b. ODMR/DD shall work with ODHS to review reimbursement methods for Medicaid covered services provided to developmental center residents for the purpose of improving the cost effectiveness of Medicaid payments and the efficiency of Medicaid service delivery.
- c. ODMR/DD shall complete required invoices monthly for the prior month's services or to correct payment errors for residents in ICF-MR certified areas of each Developmental Center. ODMR/DD shall also report third party payments and changes in resources to the CDHS.
- d. ODMR/DD shall monitor personal allowance in ICF-MR certified areas of each Developmental Center.

6. PASRR Fiscal Responsibilities

ODMR/DD shall invoice ODHS at least quarterly via an ISTV for the actual Medicaid reimbursable costs for screening required by OBRA '87, as amended, for persons with MR/DD to determine whether specialized services are needed. ODMR/DD shall ensure that CB/MRDD submit invoices for PASRR related evaluation costs only

- C. Payments for any and all services provided pursuant to this agreement are contingent upon the availability of federal funds under the Medicaid. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding ODHS for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation of ODHS except that ODHS will subsequent to termination provide written notice in accordance with Article V, paragraph B.2.
- D. Payments for any and all services provided pursuant to this agreement are contingent upon the availability of federal funds under the Medicaid. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding ODMR/DD for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation of ODMR/DD except that ODMR/DD will subsequent to termination provide written notice in accordance with Article V, paragraph B.2.
- E. All obligations in this agreement are further subject to approval by HCFA; if ODHS receives notice that the agreement is not approved, this agreement is terminated pursuant to paragraph IV.B. above.
- F. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.

V.  
GENERAL PROVISIONS

A. **Effective Dates**

This Agreement shall become effective on August 1, 1999, and shall remain in effect through June 30, 2001, subject to the cancellation provisions contained in this Agreement.

B. **Termination by Notice**

- 1. This Agreement may be terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if ODMR/DD is terminating the Agreement, to Director, Ohio Department of Human services, 30 East Broad Street, 32nd floor, Columbus, Ohio 43266-0423; or, if ODHS intends to terminate the...

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Agreement, to Director, Ohio Department of Mental Retardation and Developmental Disabilities, 1810 Sullivant Avenue, Columbus, Ohio 43223.

2. This Agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article V., paragraph B.1.

**C. Breach and Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

**D. Amendments**

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited result in the correlative modification of this Agreement, without the necessity for executing written amendment.

**E. Equal Employment Opportunity**

In carrying out this Agreement, ODMR/DD shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. ODMR/DD shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; layoff or Termination; Rates of Pay or other forms of compensation; and Selection for Training including Apprenticeship.

ODMR/DD agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that ODMR/DD complies with all applicable federal and state non-discrimination laws. ODMR/DD shall, in all solicitations or advertisements for employees placed by or on behalf ODMR/DD, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age. ODMR/DD shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors, for any part of such work, to incorporate such requirements in all subcontracts for such work.

**F. Confidentiality of Information.**

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this Agreement. ODMR/DD specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded, which include but are not limited to 42 CFR 431.300 through 42 CFR 431.306. ODMR/DD is responsible for obtaining copies of all ODHS rules governing confidentiality and for assuring compliance with the rules by employees and contractors of ODMR/DD.

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**G. Compliance with Federal and State Laws, Rules and Regulations**

ODMR/DD and ODHS agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

**H. Partial Invalidity**

A judicial or administrative finding, order, or decision that any part of this Agreement is illegal or invalid shall not invalidate the remainder of the Agreement.

**I. Records Retention**

All records relating to costs, work performed and supporting documentation for invoices submitted to ODHS by ODMR/DD along with copies of all deliverables submitted to ODHS pursuant to this Agreement shall be retained and made available by ODMR/DD for audit by the State of Ohio (including, but not limited to ODHS, the Auditor of the State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of six (6) years after final payment under this Agreement. If an audit is initiated during this time period, ODMR/DD shall retain such records until the audit is concluded and all issues are resolved. Records may be retained on microfilm and/or other electronic media.

**J. Audit Exceptions**

1. ODHS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement. ODHS shall timely notify ODMR/DD of any adverse findings which allegedly are the fault of ODMR/DD. Upon receipt of notification by ODHS, ODMR/DD shall fully cooperate with ODHS and timely prepare and send to ODHS its written response to the audit exception. Failure of ODMR/DD to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.
2. ODMR/DD shall be solely liable for any audit exceptions, including consequential liabilities thereof, or other liability arising from the performance of this Agreement unless it is established that the audit exceptions, consequential liabilities or other liability are due to the acts or omissions of ODHS. The director of ODHS shall determine when the audit exceptions, consequential liabilities or other liability are due to the acts or admissions of ODMR/DD or ODHS.
3. If an audit or the director of ODHS finds that ODMR/DD is responsible for an adverse finding, ODMR/DD shall, unless otherwise instructed by the director of ODHS, pay to ODHS the full amount of any liability against ODHS from the adverse audit finding. ODMR/DD shall be responsible for correcting all audits exceptions to the satisfaction of ODHS and the relevant auditing agency.
4. For the purpose of this section, the term "audit exception" shall include, but is not limited to, federal disallowances and deferrals that may not result from a state or federal audit.

**L. Resolution of Disputes**

The agencies agree that the directors of the agencies shall attempt to resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Agreement. In the event the directors cannot agree to an appropriate resolution to the disputes, they shall be referred to the Office of the Governor for a final, binding resolution.

**Reporting Requirements**

1. ODMR/DD agrees to maintain and make available to ODHS, with proper prior notification, ca

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computerized database of all individuals who have applied for and are awaiting enrollment, or are receiving services in HCBS waivers, or any Medicaid reimbursable services administered by ODMR/DD. The database shall include identifying information as agreed to by ODHS and ODMR/DD about each applicant and recipient, and the services currently being received.

2. ODMR/DD agrees to provide ODHS with any data required for HCFA reports in a timely manner and in formats specified by ODHS.

**N. Child Support Enforcement**

ODMR/DD agrees to cooperate with ODHS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODMR/DD meet child support obligations established under state law. Further, by executing this agreement, ODMR/DD certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.217 of the Ohio Revised Code.

**O. Drug-Free Workplace**

By executing this Agreement, ODMR/DD certifies and affirms that, as applicable to the ODMR/DD, any subcontractor and/or independent contractor, (including all field staff) associated with the project agrees to comply with all applicable state and federal laws regarding a drug-free workplace. ODMR/DD shall make a good faith effort to ensure that all ODMR/DD employees, while working on State, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**Public Assistance Work Program Participants**

By executing this agreement, ODMR/DD agrees to cooperate with ODHS and each County Department of Human Services in providing employment and other work opportunities for recipients of assistance under Chapter 5107 of the Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.

**Q. Single State Medicaid Agency**

ODHS, as the single state Medicaid agency, shall have final approval of the administrative rules governing the operation of programs and services that are part of this Agreement.

**R. Joint Planning**

In accordance with 42 CFR 431.615(d)(s), ODHS and ODMR/DD agree to perform periodic review and planning for changes in the Interagency Agreement.

**S. Prior Interagency Agreements**

The agencies agree that to the extent they have entered into Interagency Agreements which conflict with the services, duties or responsibilities hereunder, such Interagency Agreements are terminated effective upon the date this Agreement is executed. The previous Agreement, attached hereto as Appendix A, is hereby terminated effective upon the date this Agreement is executed or if federal approval is required, termination will be effective upon receipt by ODHS of federal approval.

**T. Entirety of Agreement**


All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties:

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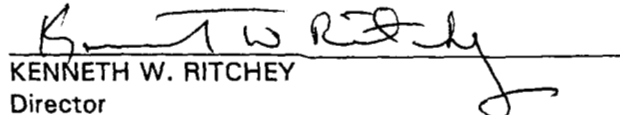
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APPROVED BY:

  
JACQUELINE ROMER-SENSKY  
Director  
Ohio Department of Human Services  
30 East Broad Street, 32nd Floor  
Columbus, Ohio 43266-0423

Date: 7-26-99

  
KENNETH W. RITCHEY  
Director  
Ohio Department of Mental Retardation and Developmental Disabilities  
30 East Broad Street, 12th Floor  
Columbus, Ohio 43266-0415

Date: 7/26/99

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## APPENDIX A

**Circular No. A-133 - Revised June 24, 1997**  
**Audits of States, Local Governments, and Non-Profit Organizations**

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(Accompanying Federal Register Materials – Audits of States, Local Governments, and Non-Profit Organizations June 30, 1997)

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TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Audits of States, Local Governments, and Non-Profit Organizations

1. Purpose. This Circular is issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

2. Authority. Circular A-133 is issued under the authority of sections 503, 1111, and 7501 *et seq.* of title 31, United States Code, and Executive Orders 8248 and 11541.

3. Rescission and Supersession. This Circular rescinds Circular A-128, "Audits of State and Local Governments," issued April 12, 1985, and supersedes the prior Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions," issued April 22, 1996. For effective dates, see paragraph 10.

4. Policy. Except as provided herein, the standards set forth in this Circular shall be applied by all Federal agencies. If any statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Federal agencies shall apply the provisions of the sections of this Circular to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are subrecipients expending Federal awards received from a pass-through entity (a recipient or another subrecipient).

This Circular does not apply to non-U.S. based entities expending Federal awards received either directly as a recipient or indirectly as a subrecipient.

5. Definitions. The definitions of key terms used in this Circular are contained in §\_\_\_\_.105 in the Attachment to this Circular.

6. Required Action. The specific requirements and responsibilities of Federal agencies and non-Federal entities are set forth in the Attachment to this Circular. Federal agencies making awards to non-Federal entities, either directly or indirectly, shall adopt the language in the Circular in codified regulations as provided in Section 10 (below), unless different provisions are required by Federal statute or are approved by the Office of Management and Budget (OMB).

7. OMB Responsibilities. OMB will review Federal agency regulations and implementation of this Circular, and will provide interpretations of policy requirements and assistance to ensure uniform, effective and efficient implementation.

8. Information Contact. Further information concerning Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202) 395-3993.

9. Review Date. This Circular will have a policy review three years from the date of issuance.

10. Effective Dates. The standards set forth in §\_\_\_\_.400 of the Attachment to this Circular, which apply directly to Federal agencies, shall be effective July 1, 1996, and shall apply to audits of fiscal years beginning after June

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30, 1996, except as otherwise specified in §\_\_\_\_.400(a).

The standards set forth in this Circular that Federal agencies shall apply to non-Federal entities shall be adopted by Federal agencies in codified regulations not later than 60 days after publication of this final revision in the Federal Register, so that they will apply to audits of fiscal years beginning after June 30, 1996, with the exception that §\_\_\_\_.305(b) of the Attachment applies to audits of fiscal years beginning after June 30, 1998. The requirements of Circular A-128, although the Circular is rescinded, and the 1990 version of Circular A-133 remain in effect for audits of fiscal years beginning on or before June 30, 1996.

Franklin D. Raines  
Director

Attachment

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PART\_\_ --AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

Subpart A--General

Sec.

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Subpart B--Audits

- \_\_\_\_.200 Audit requirements.
- \_\_\_\_.205 Basis for determining Federal awards expended.
- \_\_\_\_.210 Subrecipient and vendor determinations.
- \_\_\_\_.215 Relation to other audit requirements.
- \_\_\_\_.220 Frequency of audits.
- \_\_\_\_.225 Sanctions.
- \_\_\_\_.230 Audit costs.
- \_\_\_\_.235 Program-specific audits.

Subpart C--Auditees

- \_\_\_\_.300 Auditee responsibilities.
- \_\_\_\_.305 Auditor selection.
- \_\_\_\_.310 Financial statements.
- \_\_\_\_.315 Audit findings follow-up.
- \_\_\_\_.320 Report submission.

Subpart D--Federal Agencies and Pass-Through Entities

- \_\_\_\_.400 Responsibilities.
- \_\_\_\_.405 Management decision.

Subpart E--Auditors

- \_\_\_\_.500 Scope of audit.
- \_\_\_\_.505 Audit reporting.
- \_\_\_\_.510 Audit findings.
- \_\_\_\_.515 Audit working papers.
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- \_\_\_\_.525 Criteria for Federal program risk.
- \_\_\_\_.530 Criteria for a low-risk auditee.

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